

**Bill 46-19****Council District(s)   All**

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**Mr. Quirk (By Req.)**

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**Office of Human Resources**

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**Personnel Law of Baltimore County**

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Bill 46-19 proposes amendments recommended by the Personnel and Salary Advisory Board to the Classification and Compensation Plans, as adopted by Council Bill 27-76, as amended. The changes to the Classification and Compensation Plans implemented by Bill 46-19 were negotiated by Baltimore County's employee bargaining groups.

First, Bill 46-19 amends Pay Schedule VII of the Standard Salary Grades for Supervisory, Management, and Confidential employees of the Police Department. Pay Schedule VII was previously amended by Bill 18-19 pursuant to a settlement of an outstanding claim between Baltimore County and the Fraternal Order of Police. Bill 46-19 provides two pay schedules, as follows:

- The first schedule, effective July 1, 2019 until June 29, 2020, adds grade 26P.
- The second schedule, effective June 30, 2020, incorporates the 2% cost-of-living adjustment (COLA) already approved via Bill 18-19.

Bill 46-19 also provides a one-grade pay increase for the positions of Captain (from 20P to 21P), Major (from 22P to 23P), Colonel (from 24P to 25P), and Deputy Chief of Police (from 25P to 26P). The Office of Budget and Finance estimates the costs of these changes to total \$247,254 for FY 2020.

Additionally, Bill 46-19 amends Fire Department regulations regarding holiday and shift differential pay, as follows:

- Employees in field positions assigned to Pay Schedule VIII of the Standard Salary Grades for Supervisory, Management, and Confidential employees of the Fire Department will receive holiday pay at 1.5 times their regular rate for the actual number of hours worked on Thanksgiving or Christmas.

- Effective July 1, 2019, Pay Schedule VIII Fire Department employees, excluding Battalion Fire Chiefs, assigned to headquarters operations, when scheduled for day shift duty, will receive differential pay of \$0.75 per hour for normally scheduled hours worked.

The Office of Budget and Finance estimates the cost of these holiday and shift differential changes to total \$15,632 and \$29,672, respectively, in FY 2020.

In total, the Office of Budget and Finance estimates a \$292,558 fiscal impact for FY 2020.

With the affirmative vote of five members of the County Council and signature by the Executive, Bill 46-19 will take effect retroactively to July 1, 2019.

FM-1 (Contract)

Council District(s) All


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**Department of Health and Human Services**


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**Integrated Cellular and Molecular Diagnostics, LLC – Laboratory Services**


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The Administration is requesting approval of a contract with Integrated Cellular and Molecular Diagnostics, LLC to provide laboratory services for the family planning clinics within seven of the County's eight health centers. The contract commenced April 1, 2019, continues until December 31, 2019, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through March 31, 2020 and will renew automatically for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 90 days. The contract does not specify a maximum compensation for the initial 1-year term or for the entire 5-year and 3-month term, including the renewal and extension periods. Compensation may not exceed the amount appropriated for these services for the entire contract term. Estimated compensation totals \$407,000 for the entire 5-year and 3-month term, including the renewal and extension periods.

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**Fiscal Summary**

<b>Funding Source</b>	<b>Total Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 203,500	<sup>(1)</sup> General Fund Operating Budget. <sup>(2)</sup> Maryland Department of Health, Maternal Child Health Division funds. <sup>(3)</sup> Estimated compensation for the entire 5-year and 3-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the initial 1-year term or for the entire contract term. Compensation may not exceed the amount appropriated for these services for the entire contract term.
<b>State</b> <sup>(2)</sup>	203,500	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	\$ 407,000 <sup>(3)</sup>	

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**Analysis**

The Baltimore County Department of Health and Human Services operates federally-funded family planning clinics within its eight health centers. The clinics serve Baltimore County adolescent and adult women and men who are uninsured, as well as those with third-party payers (i.e., insurance). The clinics provide routine reproductive and sexual health services, gynecologic

examinations, and contraceptive services. The contractor will provide laboratory services for processing pap smears and biopsies at seven of the County's eight health centers. (The Department advised that the Towson Health Center is not providing these services at this time.) These services include pickup and delivery of specimens, processing specimens, and medical interpretation. Lab results are provided to the Department for follow-up with the client. The Department estimates that 3,000 clients (250 clients per month) will be served per fiscal year.

The County will be billed at per-test rates ranging from \$33 to \$75, depending on the nature of the test performed. The contract provides that compensation for Cancer Program services be limited to the current State Medicare and Medicaid reimbursement rates. The contract provides that the contractor must submit claims to the patient's insurance company first and that the County will only consider claims in cases where the patient has no insurance, claims have been denied by the current insurance company, or the patient meets certain confidential criteria.

The contract commenced April 1, 2019, continues until December 31, 2019, and may not exceed \$25,000 unless approved by the Council. If approved, the contract will continue through March 31, 2020 and will renew automatically for four additional 1-year periods with the option to further extend the initial term or any renewal term an additional 90 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract does not specify a maximum compensation for the initial 1-year term or for the entire 5-year and 3-month term. Compensation may not exceed the amount appropriated for these services for the entire contract term. Estimated compensation totals \$407,000 for the entire 5-year and 3-month term, including the renewal and extension periods. The County's financial system indicated that as of September 30, 2019, \$20,569 had been expended/encumbered under this contract; the Department advised that it does not plan to incur any additional costs prior to Council approval.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The aforementioned increase is not applicable to Cancer Program services, since the rates are limited to the current State Medicare and Medicaid reimbursement rates. The County may terminate the agreement by providing 30 days prior written notice.

The County awarded the contract through a competitive procurement process; the Department advised that Integrated Cellular and Molecular Diagnostics, LLC was the only bidder.

On April 2, 2007, the Council approved a 10-year contract with Chesapeake Diagnostic Laboratory (now Integrated Cellular and Molecular Diagnostics, LLC) for similar services. On June 5, 2017, the Council approved an amendment to the contract, retroactively extending the contract through the earlier of the date a new agreement was executed, or August 30, 2017. On November 6, 2017, the Council approved a second amendment to the contract, extending the term for a period not to exceed the date a new agreement was executed. Both amendments were necessary because the County needed additional time to award a new contract. The County's financial system indicated that \$634,273 was expended under the previous contract.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."